Company Tracking Number: 11-4002

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Term Life

Project Name/Number: Claim Provisions and General Provisions /11-4002

## Filing at a Glance

Company: Life Insurance Company of North America

Product Name: Term Life SERFF Tr Num: CCGN-127299634 State: Arkansas
TOI: L04G Group Life - Term SERFF Status: Closed-Approved- State Tr Num: 49177

Closed

Sub-TOI: L04G.500 Other Co Tr Num: 11-4002 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Kathy Forno, CCP, DCP, Disposition Date: 07/05/2011

HIA

Date Submitted: 06/29/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## **General Information**

Explanation for Combination/Other:

Submission Type: New Submission

Project Name: Claim Provisions and General Provisions Status of Filing in Domicile: Not Filed

Project Number: 11-4002 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Filing not required

in PA, state of domicile Market Type: Group Group Market Size: Small

Group Market Type: Employer, Association, Trust, Other Explanation for Other Group Market Type: All

eligible groups permitted in your law Filing Status Changed: 07/05/2011 State Status Changed: 07/05/2011

Created By: Kathy Forno, CCP, DCP, HIA Corresponding Filing Tracking Number:

Overall Rate Impact:

Deemer Date:

Submitted By: Kathy Forno, CCP, DCP, HIA

Filing Description:

Re: Life Insurance Company of North America

NAIC #: 0901 – 65498 FEI Number: 23-1503749 Group Term Life Insurance

Company Tracking Number: 11-4002

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Term Life

Project Name/Number: Claim Provisions and General Provisions /11-4002

Claim Provisions - Form TL-004725-1

General Policy Provisions - Form TL-004726-1

General Policy Provisions (Certificate) Form TL004728-1

Company ID#: 11-4002

Attached please find the above captioned forms for your review and approval. These forms have not been filed with our state of domicile since Pennsylvania does not require the filing of forms intended for delivery outside their state pursuant to PA Notices 96-1 and/or 96-13.

These forms are new and not intended to replace any forms currently on file. They are intended for use with Group Policy form TL-004700, et al which was previously approved by your Department.

A Description of Variability is enclosed. The forms themselves, as well as the Description of Variability, note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular policy. Variable material indicated by hard brackets ([]) indicate text that may be included or excluded. Material indicated by soft brackets ({}) may be modified as requested by the Policyholder or participating Subscriber. Variable material will never be more restrictive than permitted by law.

The referenced forms have been written in readable language and are being submitted in final printed format. Printing is subject to changes in ink, paper stock, page numbers, margins, positioning and format. However, printing standards will never be less than that required under your law.

## **Company and Contact**

#### **Filing Contact Information**

Kathy Forno, Kathy.Forno@CIGNA.com
1601 Chestnut Street 215-761-8532 [Phone]

TL16D

Philadelphia, PA 19192

#### **Filing Company Information**

Life Insurance Company of North America CoCode: 65498 State of Domicile: Pennsylvania

1601 Chestnut Street Group Code: 901 Company Type:
TL16D Group Name: State ID Number:

Philadelphia, PA 19192 FEIN Number: 23-1503749

(215) 761-8442 ext. [Phone]

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Company Tracking Number: 11-4002

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Term Life

Project Name/Number: Claim Provisions and General Provisions /11-4002

## **Filing Fees**

Fee Required? Yes

Fee Amount: \$150.00

Retaliatory? Yes

Fee Explanation: \$50.per 3 forms \$150

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Life Insurance Company of North America \$150.00 06/29/2011 49248616

Company Tracking Number: 11-4002

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Term Life

Project Name/Number: Claim Provisions and General Provisions /11-4002

## **Correspondence Summary**

## **Dispositions**

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/05/2011	07/05/2011

Company Tracking Number: 11-4002

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Term Life

Project Name/Number: Claim Provisions and General Provisions /11-4002

## **Disposition**

Disposition Date: 07/05/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 11-4002

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Term Life

Project Name/Number: Claim Provisions and General Provisions /11-4002

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Cover letter		Yes
Supporting Document	Actuarial Cert of No Impact		No
Form	Claim Provisions		Yes
Form	General Policy Provisions		Yes
Form	General Policy Provisions (Certificate)		Yes

Company Tracking Number: 11-4002

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Term Life

Project Name/Number: Claim Provisions and General Provisions /11-4002

## Form Schedule

Lead Form Number: TL-004725-1

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Status	TL-004725	-Policy/Cont Claim Provisions ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45.900	TL-004725-1- CLAIM PROVISIONS _BD- Nullification_ 03 08 2011.pdf
	TL- 004726-1	Policy/Cont General Policy ract/Fratern Provisions al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		47.200	TL-004726-1 GENERAL POLICY PROVISIONS .pdf
	TL004728	Policy/Cont General Policy ract/Fratern Provisions al (Certificate) Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45.200	TL-004728-1 General Provision (Certificate).p df

### **CLAIM PROVISIONS**

#### **Notice of Claim**

Written notice, or notice by any other {electronic/telephonic} means authorized by the Insurance Company, must be given to the Insurance Company within {31 days} after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other {electronic/telephonic} means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the {Employer's} Name, the Policy Number and the claimant's name and address.

[Written notice or any other {electronic/telephonic} means authorized by the Insurance Company of a diagnosis of a Terminal Illness which claim is based must be given to us within {60 days} after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice or any other {electronic/telephonic} means authorized by the Insurance Company was given as soon as reasonably possible.]

#### Claim Forms

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within {15 days} after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other{electronic/telephonic} means authorized by the Insurance Company, of the nature and extent of the loss.

#### [Claimant Cooperation Provision

Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.]

#### [Insurance Data

The {Employer} is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the {Employer} if not permitted by applicable privacy laws.]

#### Proof of Loss:

Written proof of loss, or proof by any other {electronic/telephonic} means authorized by the Insurance Company, must be given to the Insurance Company within {90 days} after the date of the loss for which a claim is made. If written proof of loss, or proof by any other {electronic/telephonic} means authorized by the Insurance Company, is not given in that {90 day} period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other {electronic/telephonic} means authorized by the Insurance Company, must be given not more than one year after that {90} day period. If written proof of loss, or proof by any other {electronic/telephonic} means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or any other {electronic/telephonic} means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished {90 days} after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within {90 days} after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

## Time of Payment

Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid immediately upon receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

### **Beneficiary Designations**

[Any beneficiary designations made under a prior policy/plan which was not provided by Insurance Company and which is replaced through coverage under this Policy shall be null and void.

The {Employer, or the Insurance Company} shall solicit and maintain all beneficiary designations made under the Policy.

If the {Employer} elects, after the Effective Date of the Policy, to have the Insurance Company solicit and maintain beneficiary designations under the Policy, then all beneficiary designations made under the Policy prior to the date of the start of the Solicitation Period by the Insurance Company shall be null and void as of the day immediately following the last date of that Solicitation Period.

[If the {Employer} elects, after the Effective Date of the Policy, to discontinue having the Insurance Company maintain beneficiary designations under the Policy, then all beneficiary designations made under the Policy prior to the date of the start of the Solicitation Period by the {Employer} shall be null and void as of the day immediately following the last date of that Solicitation Period.]

**Solicitation Period** shall mean that {30/60/90} day period of time immediately preceding the effective date of the {Employer's} election that is provided to Employees {insured} under the Policy to designate a beneficiary.

All beneficiaries designated as to any coverages under this Policy shall be null and void as of the effective date of cancellation of the Policy, except as to those {Insureds} for whom coverage remains in effect after Policy cancellation.]

### To Whom Payable

[Death Benefits will be paid to the {Insured's} named beneficiary, if any, on file at the time of payment.] [Death Benefits will be paid to the {Employee's, Insured's} beneficiary named under this Policy, if any.] [Any Death Benefits at the death of [the Employee's, Member's} {Spouse, or Dependent Child} will be paid to the {Employee, Member} {or the Employee's, Member's Estate}.] [A separate beneficiary may be designated to receive any Death Benefits payable at the death of the {Employee's, Member's} {Spouse, or Dependent Child}.]

If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the {Insured's} estate. The Insurance Company may reduce the amount payable by any indebtedness due.

All benefits payable under the Accelerated Benefits section are payable to the {Insured}, if living. If the {Insured} dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the {Insured} has directed us otherwise in writing. However, any payment made by us prior to notice of the {Insured's} death shall discharge us of any benefit that was paid.

All other benefits, unless otherwise stated in the Policy, will be payable to the {Insured} or the certificate owner if other than the {Insured}.

Any other accrued benefits which are unpaid at the {Insured's} death may, at the Insurance Company's option, be paid either to the {Insured's} beneficiary or to the executor or administrator of the {Insured's} estate.

If the Insurance Company pays benefits to the executor or administrator of the {Insured's} estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to {\$1,000} to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

#### **Change of Beneficiary**

The {Employee, Insured} may change the beneficiary at any time by giving written notice to the {Employer, or the Insurance Company}. The beneficiary's consent is not required for this or any other change which the {Insured} may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by us. When this form is received, it will take effect as of the date of the form. If the {Insured} dies before the form is received, we will not be liable for any payment that was made before receipt of the form.

#### **Physical Examination and Autopsy**

The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

### **Legal Actions**

No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, [or proof by any other {electronic/telephonic} means] authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 3 years after the time satisfactory proof of loss is required to be furnished.

### [Conditional Claim Payment

If an {Insured} incurs expenses for Injuries received in a covered Accident and in our opinion a third party may be liable, we will pay benefits if:

- 1. the {insured} first agrees in writing to refund the lesser of:
  - a. the amount we actually paid for such expenses; or
  - b. the amount actually received from the third party for such expenses; and
- 2. the third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise. However, if the third party's liability is satisfied in an amount less than the benefits payable under the Policy, we will pay the difference.]

## [Recovery of Benefits

The Insurance Company reserves the right to recover from an {Insured} any benefits paid for:

- 1. injuries received in a covered Accident; and
- 2. which are covered under:
  - a. Workers' Compensation;
  - b. Occupational Disease Law, or
  - c. any {Employer's} Liability Insurance.

It will be assumed that the {Insured Person} is in receipt of such benefits unless he gives us proof such benefits have been denied to him.]

## [Subrogation

If we have paid benefits to an {Insured} for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the {Insured} regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The {Insured} agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.]

#### **Time Limitations**

If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the {Employee, Member} lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

## Physician/Patient Relationship

The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

#### GENERAL POLICY PROVISIONS

#### **Entire Contract**

The entire contract will be made up of the Policy, the application of the {Employer}, a copy of which is attached to the Policy, and the applications, if any, of the {Insureds}.

#### **Incontestability**

All statements made by the {Employer} or by an {Insured} are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an {Insured's} effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for coverage.

### Misstatement of Age

If an {Insured's} age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

### **Policy Changes**

No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent may change the Policy or waive any of its provisions.

#### **Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

#### Certificates

A certificate of insurance will be delivered to the {Employer} for delivery to {Insureds}. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

## **Assignment of Benefits**

[The Insurance Company will not be affected by the assignment of an {Insured's} certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.]

## [Conformity with State Statutes

Any provision of the policy in conflict on the Policy Effective Date with the laws of the state where the policy is delivered is amended to conform to the minimum requirements of such laws.]

### [Male Pronoun

The male Pronoun as used herein will be deemed to include the female.]

#### Clerical Error

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

### Agency

The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

## **Ownership of Records**

All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

### **GENERAL PROVISIONS**

#### **Incontestability**

All statements made by the {Employer} or by an {Insured} are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, no such statement will cause insurance to be contested except for fraud or eligibility for insurance.

#### **Misstatement of Age**

If an Insured's age has been misstated, we will adjust all benefits to the amounts that would have been purchased for the correct age.

## **Workers' Compensation Insurance**

The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

## **Assignment of Benefits**

[We will not be affected by the assignment of your certificate until the original assignment or a certified copy of the assignment is filed with us. We will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.]

## **Clerical Error**

A person's insurance will not be affected by error or delay in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

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All records maintained by the Insurance Company are, and shall remain, the property of the Insurance Company.

Company Tracking Number: 11-4002

TOI: L04G Group Life - Term Sub-TOI: L04G.500 Other

Product Name: Term Life

Project Name/Number: Claim Provisions and General Provisions /11-4002

## **Supporting Document Schedules**

Item Status:	Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Readability cert is attached and be assured we compy with all rules and regs referenced if applicable.

Attachment:

LINA Flesch Cert.pdf

Item Status: Status

Date:

Bypassed - Item: Application

Bypass Reason: N/A

Comments:

Item Status: Status

Date:

Satisfied - Item: Cover letter

**Comments:** 

Cover letter attached.

**Attachment:** 

Cover Letter AR TL.pdf

Item Status: Status

Date:

Satisfied - Item: Actuarial Cert of No Impact

Comments:

Actuarial cert of no impact attached.

Attachment:

LINA Actuarial Cert.pdf

# Life Insurance Company of North America 1601 Chestnut Street P.O. Box 7716 Philadelphia, PA 19192-2235

## READABILITY CERTIFICATION

We, the Life Insurance Company of North America, certify that we have carefully scored the forms listed below, using the Flesch Readability Test, in accordance with applicable readability standards. These forms were scored separately and in their entirety.

Form Number	<b>Description of Form</b>	Score
TL-004725-1	Claim Provisions	45.9
TL-004726-1	General Policy Provision	47.2
TL-004728-1	General Provisions(Certificate) 45.2	

Signature:

Name: Edward J. Skowronek

Somet J. Stowerk. J.

Title: Assistant Secretary

Date: 3/17/2011



June 29, 2011

TL16D 1601 Chestnut Street Philadelphia, PA 19192 Telephone 215-761-8532 Facsimile 215-761-5609 Kathy.forno@cigna.com

NAIC #: 0901 – 65498 FEI Number: 23-1503749

Company ID#: 11-4001

#### JAY BRADFORD

Commissioner (Southeastern Zone) Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

Re: Life Insurance Company of North America

#### **Group Term Life Insurance**

Claim Provisions – Form TL-004725-1 General Policy Provisions – Form TL-004726-1 General Policy Provisions (Certificate) Form TL004728-1

## Dear Commissioner:

Attached please find the above captioned forms for your review and approval. These forms have not been filed with our state of domicile since Pennsylvania does not require the filing of forms intended for delivery outside their state pursuant to PA Notices 96-1 and/or 96-13.

These forms are new and not intended to replace any forms currently on file. They are intended for use with Group Policy form TL-004700, et al which was previously approved by your Department.

A Description of Variability is enclosed. The forms themselves, as well as the Description of Variability, note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular policy. Variable material indicated by hard brackets ([ ]) indicate text that may be included or excluded. Material indicated by soft brackets ({ }) may be modified as requested by the Policyholder or participating Subscriber. Variable material will never be more restrictive than permitted by law.

The referenced forms have been written in readable language and are being submitted in final printed format. Printing is subject to changes in ink, paper stock, page numbers, margins, positioning and format. However, printing standards will never be less than that required under your law.

We appreciate you taking the time to review these forms and trust that you will find everything in order. If you should have any questions or require additional information, please do not hesitate to e-mail me at Kathy.forno@cigna.com or call me collect at 215.761.8532.

Very truly yours,

Kathy T. Forno

Kathy Forno, CCP, DCP, HIA Senior Compliance Specialist CIGNA Legal and Pubic Affairs 1601 Chestnut St. TL 16D Philadelphia, PA 19192

Phone: 215.761.8532

E-mail: kathy.forno@cigna.com